

CML# 3269666-0001  
William & Chellie Warner

RECORDATION REQUESTED BY:

Regions Bank  
Commercial Lending  
5384 Poplar Avenue  
Memphis, TN 38119

WHEN RECORDED MAIL TO:

Regions Bank  
Commercial Lending  
5384 Poplar Avenue  
Memphis, TN 38119

BK 1256PG0295

STATE MS - DESOTO CO.  
FILED

Oct 13 10 30 AM '00

BK 1256 PG 295  
W.F. GARNER, CLERK

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by: REGIONS BANK  
5384 Poplar Avenue  
Memphis, TN 38119

NOTE TO CHANCERY CLERK:



MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED SEPTEMBER 29, 2000, BETWEEN WILLIAM E. WARNER and CHELLIE WARNER, a Husband and Wife (referred to below as "Grantor"), whose address is 2811 WHITE OAK DR., NESBIT, MS 38651-9511; and Regions Bank (referred to below as "Lender"), whose address is Commercial Lending, 5384 Poplar Avenue, Memphis, TN 38119.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated September 29, 1999 (the "Deed of Trust") recorded in DeSoto County, State of Mississippi as follows:

Recorded on October 18, 1999 in DeSoto County Record Book #1157 at Page #636

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property (the "Real Property") recorded in DeSoto County, State of Mississippi:

Lots 555 and 556, Section C, Bridgetown Subdivision, as shown by the Plat recorded in Plat Book 13, Page 42 in the Office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West

The Real Property or its address is commonly known as 2811 White Oak Drive, Nesbit, MS 38651.

MODIFICATION. Grantor and Lender hereby modify the Deed of Trust as follows:

Extending the Maturity Date from September 29, 2000 to February 7, 2001

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification but also to all such subsequent actions.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X  (SEAL)  
WILLIAM E. WARNER

X  (SEAL)  
CHELLIE WARNER

LENDER:

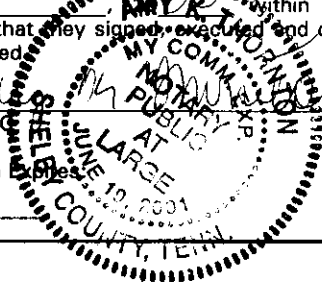
Regions Bank  
  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TN )  
COUNTY OF Shelby ) SS

Personally appeared before me, the undersigned authority in and for the said County and State, on this 22 day of Sept, 2000, within my jurisdiction, the within named **WILLIAM E. WARNER and CHELLIE WARNER**, who acknowledged that they signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

NOTARY PUBLIC [Signature]  
My Commission Expires: June 11, 2003

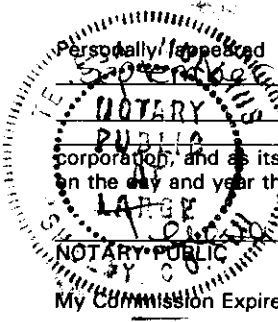


LENDER ACKNOWLEDGMENT

STATE OF TN )  
COUNTY OF Shelby ) SS

Personally appeared before me, the undersigned authority in and for the said County and State, on this 20<sup>th</sup> day of September, 2000, within my jurisdiction, the within named Larry C Hommel, who acknowledged that he or she is of Regions Bank, a Mississippi corporation, and acknowledged that for and on behalf of the said corporation, and as its act and deed, he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC [Signature]  
My Commission Expires: June 11, 2003



Regions (w)